

Webster Co.

Teamsters #238 (Mixed)

7/1/2005 6/30/2008

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2005, by and between WEBSTER COUNTY, IOWA hereinafter referred to as the "Employer", and TEAMSTERS LOCAL 238, (Courthouse unit) Des Moines, Iowa, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union and cancels all past practices. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act.

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for those employees of the Employer in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 6687

INCLUDED: All regular full-time and regular part-time courthouse custodians and clerks employed by the Sheriff, County Attorney, Auditor, Treasurer and Recorder.

EXCLUDED: Supervisory employees, officer Managers, Victim Witness Coordinator, First Deputies, Second Deputies, Bldg. Maintenance Supervisors, Custodians employed through the MH/DD work Program, confidential employees and all others excluded by the Iowa Public Employment Relations Act.

ARTICLE 2 EMPLOYER RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provisions, statute, ordinance, charter, or special act, the exclusive power, duty, and right, including but not limited to:

- a) the right to plan, direct and control the work of its employees;
- b) the right to hire, promote, demote, transfer, assign and retain employees;
- c) the right to discipline, suspend and discharge employees
- d) the right to develop and enforce employee work rules
- e) the right to maintain the efficiency of governmental operations;
- f) the right to schedule working hours and require overtime work;

- g) the right to determine the number and starting times of shifts, the number of hours and days in the workweek, and the number of persons to be employed by the Employer at any time;
- h) the right to determine employee qualifications;
- i) the right to relieve employees from duties because of lack of work or other reasons;
- j) the right to determine what work or services shall be purchased or performed by the unit employees;
- k) the right to change or eliminate existing methods, equipment, or facilities;
- l) the right to determine and implement methods, means, assignments, and personnel by which the Public Employer's operations are to be conducted;
- m) the right to take such actions as may be necessary to carry out the mission of the Public Employer; initiate, prepare, certify and administer its budget; and exercise all other powers and duties granted to the Public Employer by law.

ARTICLE 3

UNION RIGHTS AND RESPONSIBILITIES

Section 1. The Union recognizes its responsibilities as the sole and exclusive bargaining agent of the employees within the bargaining unit and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently. The Union, therefore, agrees to cooperate in the attainment of these goals and agrees to the following:

- a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- c) that it will earnestly strive to improve and strengthen good will between and among the County and its employees, the Union, and the public.

Section 2. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer.

ARTICLE 4 DUES DEDUCTION

Upon receipt of a lawfully executed, written authorization from an employee which may be revoked in writing at any time, in accordance with state law, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 5 LENGTH OF SERVICE

Length of service means an employee's length of regular full-time continuous service with the Employer since their last date of hire. Departmental seniority is the length of an employee's continuous service within a Department.

An employee shall lose their length of service and the employment relationship shall be automatically broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged.
- (c) Failure to report for work at the end of leave of absence.
- (d) Failure to notify the Employer within three (3) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- (e) Length of service rights will be forfeited after the continuous period of layoff exceeds one (1) year.
- (f) Employee retires.
- (g) An employee is absent from work for any reason for over one (1) year.

Layoff

If and when it becomes necessary to reduce the number of employees in a department, layoffs will be accomplished by department with due consideration to status, qualifications, length of service, performance evaluations, and job classification.

Employees on layoffs are not eligible for holidays, vacation, sick leave or County group insurance programs. However, the employee may be eligible to continue coverage at his/her own expense under the County group insurance programs.

An employee must return to work within three (30 work days of the notification to report to work, or his/her employment will be terminated. It is the employee's responsibility to inform the County of their current address and telephone number.

Employment will be terminated for employees who have been laid-off and not called back to work within six (6) months.

Job Vacancies Job vacancies within the Courthouse will be posted. Employees will have an opportunity to apply for job openings and will be given consideration by the County. The Employer determines qualifications and the Employer will select the applicant to fill the job opening.

ARTICLE 6 HOURS OF WORK AND OVERTIME

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer. The workweek starts at 12:00 midnight on Thursday and ends at 12:00 midnight the following Thursday.

The normal workweek will be five (5) consecutive days. The established working hours will provide for a an unpaid lunch period. Employees will be paid straight time for hours worked up to an including forty (40) hours in the workweek.

Overtime. Overtime shall be paid for in the form of compensatory time at the rate of time and one-half (1 1/2) hours for each hour worked in excess of forty (40) hours in any workweek. The Department Head may authorize overtime to be paid in cash at his/her discretion.

All work performed over 40 hours in a work week must have prior approval of the Employer. Scheduling of compensatory time is at the discretion of the Employer.

Vacation hours, holidays and sick leave hours taken during a week shall be counted as work time for the purpose of determining overtime pay.

Mileage Any employee required to use their personal vehicle to fulfill their work duties will be reimbursed for mileage according to County policy



ARTICLE 7 GRIEVANCE PROCEDURE

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation, application or interpretation of the expressed provisions of this Agreement shall be adjusted in accordance with the following procedure:

Grievance Steps:

Step 1. An employee and/or Union Steward shall present a complaint or problem in writing to his/her immediate supervisor within five (5) working days following its occurrence or within five (5) working days of when the employee knew or should have known of its occurrence in an effort to resolve the problem in an informal manner. The immediate supervisor or his/her designated representative will answer the grievance in writing within five (5) working days.

Step 2. If the grievance is not settled in Step 1, the aggrieved employee and/or Union Steward shall present the grievance in writing to the Department Head within five (5) working days following the immediate supervisor's written answer. Within seven (7) working days, the Department Head will issue a written decision.

Step 3. If the grievance is not settled in Step 2, the aggrieved employee and/or Union Steward shall present the grievance in writing to the Chair of the Board of Supervisors within five (5) working days following the Department Head's answer. The Chair of the Board will review the grievance, schedule a meeting if necessary and issue a written decision within ten (10) working days of the appeal or within ten (10) working days of the meeting.

Step 4. Any grievance not settled in Step 3 of the grievance procedure may be referred to arbitration, providing the referral to arbitration is in writing to the other party and is made within fifteen (15) calendar days after the date of the Chairperson of the Board answer given in Step 3. It is expressly agreed and understood that no employee shall have the right to compel the arbitration of a grievance without the consent of the Union. The Union Steward shall be present at the time of all meetings dealing with the grievance.

If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at any Step is not timely answered by the Employer, it may automatically be referred to the next Step. Timelines may be extended by mutual agreement of the parties.

After either party has notified the other of its referral of a case to arbitration, the party appealing the grievance to arbitration will, within 10 days, request a list of seven (7) arbitrators from the Iowa Public Employment Relations Board. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The first strike shall be made by the party requesting arbitration. Each party can

reject the entire arbitration panel one time prior to the selection procedure commencing. If either party deems the panel to be unacceptable, another panel will then be requested. Once the acceptable panel is received, the arbitrator is to be selected within fifteen (15) workdays.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to meet and suggest a resolution to the pending case.

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation of arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, ignore, nullify, alter, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on the parties.

All grievance and arbitration meetings under this Article are to be held in private and not open to the public, with the time and date to be established by the arbitrator for any arbitration hearings. Employees selected by the Union to act as Union representatives who may represent employees shall be certified in writing to the Employer by the Local Union.

ARTICLE 8 SICK LEAVE

All regular full-time employees shall be entitled to accrue paid sick leave at the rate of ten (10) hours for each calendar month worked. Sick leave will be earned for the calendar month if the employee works twelve (12) days within the calendar month. For the purposes of this policy, work days used for vacation, jury duty leave, bereavement leave and paid holidays count as time worked.

Sick leave shall not accrue while an employee is on sick leave, during any leave of absence without pay, suspension, or layoff.

An employee who transfers from one department to another shall be credited with the sick leave accumulated during his/her employment with the County since his/her last date of hire.

All sick leave shall expire on the date of an employee's separation from employment with Webster County and no employee shall be reimbursed for sick leave outstanding at the time of such separation.

An employee off work due to an injury or illness covered by Workers Compensation may elect use accumulated sick leave to supplement the amount received by the employee from the Workers Compensation plan.

Sick leave shall not be cumulative to more than one thousand (1,000) hours. After an employee has accumulated 1000 hours of sick leave, the employee shall earn one (1) day of paid vacation for each eighty (80) hours of sick leave accrued in excess of the 1000 hour maximum accumulation.

Using Sick Leave

An employee may take paid sick leave when the employee is unable to perform their assigned duties because of a physical or medical condition; sick leave can also be used for medical, surgical, dental or optical examinations or treatment; or when the employee's presence in the workplace would jeopardize the health of others because of his/her exposure to contagious disease. Disabilities caused or contributed to by pregnancy and recovery there from shall be covered by sick leave.

An employee may take 24 hours (3 days) of accrued sick leave for sick family members each calendar year. For purposes of this provision, family is defined as mother, father, spouse, children, to stepchildren.

In all cases where an employee has been absent on sick leave, prior to returning to work he/she may be required to immediately submit a medical certification, obtained at the employee's own expense, stating that such absence was due to the employee's own health condition or other reasons stated above and the employee has been released to return to work. If the absence is due to the employee's own health condition and is known in advance, the employee may be required to provide such certification before the absence. The County shall have the right to require an employee on sick leave or returning to work after sick leave to obtain a second opinion of the employee's condition at the County's expense.

Sick leave pay shall be at the employee's regular straight time rate of pay when the sick leave is used.

ARTICLE 9 FUNERAL LEAVE

Regular full-time employees will be granted up to three (3) days paid bereavement leave at the discretion of the Department Head for the death of an employee's close family member, including but not limited to the employee's spouse, son, son-in-law, daughter, daughter-in-law, stepchildren, parents or stepparents, mother-in-law or father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents or grandchildren. Paid leave will also be granted to attend the funeral or memorial service of another Webster County employee.

In special cases which involve unusual travel or other unusual circumstances, the Department Head may grant additional time off work, which shall be taken as paid vacation.

Only absences on days which would have been compensable workdays will be paid leave; no payment will be made during vacations, holidays, layoffs, or other leaves of absence.

Payment shall be made at the employee's regular rate of pay on the basis of the scheduled workdays missed.

ARTICLE 10 HOLIDAYS

Regular full-time employees are eligible for the following paid holidays:

New Years Day
President's Day
Good Friday afternoon (1/2 day)
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day (1/2 day)
Christmas Day

When the designated holiday falls on Saturday, the preceding Friday shall be celebrated as the holiday. When a holiday falls on Sunday, the following Monday will be celebrated as the holiday.

A full time employee who does not work on a holiday will receive holiday pay for 8 hours straight time pay.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after such holiday. If the employee is absent either or both of said workdays as a result of personal illness substantiated by written medical certification, or on the job injury, or with prior approval from his/her immediate supervisor, the employee shall be considered as having met these requirements.

Any employee off work due to an on the job injury or paid leave of absence will not receive holiday pay after the first 30 days of absence. An employee on any unpaid leave of absence or layoff is not eligible for holiday pay.

Full-time employees who work on a recognized paid holiday will receive holiday pay (at straight time) plus time and one-half (1 1/2) their straight time hourly rate for hours worked on the holiday.

ARTICLE 11 JOB CLASSIFICATION AND STRAIGHT TIME HOURLY WAGE RATES

Reference is made here to Exhibit A, Job Classification and Straight Time Hourly Wage Rates. By this reference, said Exhibit becomes a part of this Agreement.

ARTICLE 12 INSURANCE

Regular full-time employees are eligible to participate in the County provided group health insurance program with benefits comparable to ISAC Plan 10. The County will pay 100% of the single premium. Employees may elect to cover his/her eligible dependents by paying 25% of the dependent premium. Eligibility and coverage are subject to plan terms and conditions.

(family minus single)

ARTICLE 13 JURY DUTY

A full-time employee required to serve as a juror shall receive his/her regular wage. In order to receive payment for such duty, the employee must submit certification of service and assign all fees, except mileage, travel expense and meals, received for such duty to the employer. If release from jury duty, the employee shall report to work within two (2) hours of being released.

ARTICLE 14 VACATION

Regular full-time employees accrue paid vacation as shown below:

<u>Length of Employment</u>	<u>Paid Vacation Earned per Calendar Month</u>
During first year of employment	3.34 hours
During second-fourth years of employment	6.67 hours
During fifth – ninth years of employment	10 hours
After ninth year of employment	13.34 hours

An employee does not accrue vacation for any calendar month during which he/she has not worked for at least 12 workdays or during any periods of layoff, leave of absences or suspensions.

The maximum accrued vacation allowed is equal to twelve (12) times the employee's monthly accrual rate, unless there are exceptional situations related to the employee's own health condition. In those situations additional accumulation must be approved by the employee's Department Head and the Board of Supervisors.

Using Vacation

A Vacation Request form must be submitted to and approved by the employee's Department Head before an employee may take paid vacation. While the Department Head has the discretion to grant or deny approval, the Department Head will approve vacation requests unless the employee's absence would seriously impair the department's ability to conduct its business or appropriately deliver services to County residents.

At least thirty (30) days before an employee wants to take vacation of one week or more in length, the employee should submit a written vacation request to the Department Head. The Department Head may require the rescheduling of vacation when, in his/her judgment, it is necessary for the efficient operation of the department. If a conflict between employees occurs over the scheduling of vacation, the Department Head shall resolve the conflict.

Vacation is commonly taken in no less than 1/2 day increments. An employee may take up to one week of vacation in hourly increments, however, vacation requests for less than 1/2 day of vacation should be approved by the Department Head at least two (2) days prior to the day on which the vacation will be taken.

General

If an employee leaves employment with the County for any reason, they shall receive vacation pay for all accrued, unused vacation.

Vacation pay shall be paid at the employee's current regular hourly rate.

**ARTICLE 15
DURATION OF AGREEMENT**

THIS AGREEMENT shall become effective July 1, 2005 and shall remain in full force and effect until the first day of July 2008. Should either party desire to modify, mend, or terminate this Agreement, written notice must be served on the other party before September 15, 2007.

During the life of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement, or any other subjects not specifically set forth in this Agreement.

Signed this 6th day of April, 2005.

EMPLOYER
COURTHOUSE DEPARTMENTS,
WEBSTER COUNTY, IOWA

By _____

By Floyd A. Magnusson
Chair, Board of Supervisors

Acknowledged by:

Renee Jon Baker
Employer Representative

UNION
TEAMSTERS, LOCAL 238

By Jane Eldal
Employee Representative

By Wendy Teske
Employee Representative

By Rick Willett
Business Representative

By _____
Principal Officer

APPENDIX A
CLASSIFICATIONS AND STRAIGHT TIME HOURLY WAGE RATES

Full-Time Clerks (Auditor, Treasurer, Recorder, County Attorney and Sheriff's Office):

Length of Service	Hourly Wage Rates		
	<u>7-1-05</u>	<u>7-1-06</u>	<u>7-1-07</u>
Hire	8.29	8.54	8.82
After 6 months	9.21	9.49	9.80
After 1 year	10.13	10.44	10.78
After 2 years	11.05	11.39	11.76
After 3 years	11.99	12.35	12.75
After 4 years	12.89	13.27	13.70
After 5 years	13.82	14.23	14.70
After 6 years	14.74	15.18	15.67
After 7 years	14.97	15.42	15.92
After 8 years	15.19	15.65	16.16
After 9 years	15.43	15.90	16.41

Longevity Schedule (effective July 1, 2006)

<u>Length of Service</u>	<u>Cents per hour</u>
After 15 years	.15

Longevity Schedule (effective July 1, 2007)

<u>Length of Service</u>	<u>Cents per hour</u>
After 15 years	.15
After 20 years	.20